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This document is a written binding agreement and an electronic record under Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes under applicable Indian laws. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published and shall be construed in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 under Information Technology Act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of www.storyweaver.org.in website.

# **Terms & Conditions**

Thank you for visiting and using StoryWeaver™. We are excited and glad you are here, but there are some rules you need to agree to before you use our websites and services ('Services'). When we use the word Services, we mean not only the www.storyweaver.org.in website, but also all the other websites, services and applications made available by Pratham Books.

Your use of www.storyweaver.org.in and all the web-pages, hyper-links, tools and services provided there under (hereinafter referred to as 'the Website') are governed by the following terms and conditions as applicable to the Website ("User Agreement"). This User Agreement shall come into effect upon your each visit or usage of the Website or upon your registration or upon You providing any information on the Website. In this User Agreement, You are contracting with Pratham Books, the owner of the Website in the capacity of a non-profit organisation and having its office at [Bengaluru, Karnataka] (India), hereinafter referred to as 'the StoryWeaver' which expression unless the context otherwise require shall mean and include its successors, liquidators and assigns.

For the purpose of the User Agreement, Registered User / Visitor and wherever the context so require 'You' and/or 'you' shall mean any natural or legal person who has agreed to become a member of the Website by providing Registration Data (as defined hereinafter) while registering on the Website as Registered User using the computer systems of the Website or who has used the Website without becoming a Registered User, and, in both the cases, accepted this electronic version / electronic record of the User Agreement. A Registered User has allocated himself a unique identification user name ("User ID" and "Password") to become Registered User. The term and expression 'You' and/or 'you' shall unless the context otherwise require shall and include your legal heir, receivers, successors, liquidators and permitted assigns.

As a Registered User, this User Agreement shall be effective and binding upon your 'acceptance'. 'Acceptance' shall mean your affirmative action in clicking on 'check box' and /or on the 'continue button' and/or or any affirmative action as provided on the registration page or using or accessing the Website through logging in by your third party website user ID and password including that of www.facebook.com, websites owned by Yahoo Inc. or its subsidiaries, Google Inc. or its subsidiaries, twitter or any other social media website as permitted on the Website or generally using the Website in any manner, with or without using your User ID and Password. If You do not agree or are not willing to be bound by the terms and conditions of this User Agreement, please do not click on the "check box" and on the "continue" button or any other button and do not seek to obtain access to or otherwise use the Website.

Amendments to the User Agreement: StoryWeaver may amend this User Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time StoryWeaver posts it on the Website. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement.

These terms and conditions include the provisions in this document, and in the StoryWeaver Privacy Policy (/privacy\_policy).

If You use the Services in any way after a change to the Terms is effective, then please remember that means You agree to all of the Terms.

#### 1. Definitions

'StoryWeaver Website' or 'Website' or 'StoryWeaver' means the website accessible online at www.storyweaver.org.in.

'SW' means StoryWeaver website.

'Website Content' includes without limitation, all Website content such as text, files, images, photos, illustrations, videos, sounds, musical works, works of authorship, and any other materials accessible from the SW Website including Story Content and User Content.

'Story Content' means the stories published on the SW Website.

'User Content' means the Website Content communicated, posted or published by Website users including such content in interactive areas on the Website.

'Registered User' means an identifiable user who has registered a user profile on the Website.

'Registered User Story Content' includes any Story Content that a Registered User has published on the SW Website, including, without limitation; any Story Content published by the Registered User him/ herself, or published by StoryWeaver or an authorised representative of the Registered User on the Registered User's behalf.

## 2. Use of the Website by Children required Parent/Guardian Consent

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and they have agreed to these Terms on your behalf, as we described earlier). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your school or district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.

## 3. Electronic Communication

When You use the Website or send emails or other data, information or communication to the StoryWeaver website, You agree and understand that You are communicating with the Website and StoryWeaver website and all other Registered Users and Visitors through electronic records which are legally identifiable and enforceable, and You consent to receive communications via electronic records from the Website, StoryWeaver website and all other Registered Users and Visitors and as and when posted, communicated or required.

Service of Notice: The Registration Data and email ID or Your account details of the third party website through which You register with the Website will be construed as Your 'designated electronic address' and the StoryWeaver Website, other Registered Users, Visitors, third parties and law enforcement agencies will communicate with You on your designated electronic address which will be deemed adequate service of notice / electronic record.

By impliedly or expressly accepting this User Agreement, You also accept and agree to be bound by various policies of the StoryWeaver website as provided from time to time in various hyperlinks on the Website.

#### 4. Your Privacy and Personal Information

StoryWeaver takes the privacy of its users very seriously. For the entire current StoryWeaver Privacy Policy, please click here (/privacy\_policy).

By using the Website and/ or by providing your information, You consent to the collection and use of the information You disclose on the Website by StoryWeaver in accordance with StoryWeaver Privacy Policy.

Being an individual, school, district, librarian, reading program manager or teacher, You represent and warrant that You are solely responsible for complying with all the applicable laws, meaning that You must obtain advance written consent as applicable from all parents or guardians whose children under 18 years of age will be accessing the Services. You are responsible for understanding how any Publisher Software (defined and described below) that You install on behalf of Yourself or other users may collect and use information of users of Services. When obtaining consent, You must provide parents and guardians with our Privacy Policy; (/privacy\_policy) If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of legal compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

## 5. User Registration

If you use the Website as Registered User, you are responsible for maintaining the confidentiality of your User ID and Password. You are responsible for all activities that occur under your User ID and Password. You agree, inter alia, to provide true, accurate, current and complete information about yourself as prompted by Website registration form or provided by You as a Visitor or user of a third party site through which You access the Website. If you provide any information that is untrue, inappropriate, inaccurate, not current or incomplete or StoryWeaver has reasonable grounds to suspect that such information is untrue, inaccurate, inappropriate, not current or incomplete, or not in accordance with the User Agreement, StoryWeaver has the right to indefinitely suspend or terminate or block access of your membership with the Website and refuse to provide you with access to the Website.

You may not transfer your Account to anyone else without our prior written permission.

If you're agreeing to these Terms of Use on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms of Use on behalf of your school/organization/district), you represent and warrant that you are authorized to agree to these Terms of Use on that organization or entity's behalf and bind them to these Terms of Use.

You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights you have in Your information, in any media or medium now known or developed, produced, invented or used in future, with respect to Your information.

#### 6. How do you use StoryWeaver?

You promise to only use the Services for your personal use and use as allowed by the terms of this StoryWeaver website as well as per the terms of the Licence ( "Story Content License"), and only in a manner that complies with all laws that apply to You. If your use of the Services is prohibited by applicable laws, then You aren't authorized to use the Services. We can't and won't be responsible for You using the Services in a way that breaks the law.

Any violation of the Terms of Use by anyone using the Services under Your Account (or otherwise under your authority or permission) may be deemed a violation by You, irrespective of whether the violation is with or without Your consent.

As already mentioned, your use of the Services is subject to our Acceptable Use Policy, which outlines what You can and can't do with and on the StoryWeaver website You should therefore read the Acceptable Use Policy carefully. A violation of theAcceptable Use Policy will be grounds for termination of your right to use or access the Services. The Acceptable Use Policy can't cover every possible eventuality. It is, accordingly, your responsibility to exercise good judgment and be a good digital citizen at all times.

# **Acceptable Use Policy:**

You agree, undertake and confirm that your use of the Services and the website shall be strictly governed by the following binding principles:

You are solely responsible for your information and data, and the website act only as a passive conduit for your online distribution and publication of your information and data. You shall not host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that: (i) belongs to another person and to which you do not have any right to; (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; (iv) harm minors in any way including in violation of The Protection of Children From Sexual Offences Act, 2012; (v) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items; (vi) violates any law for the time being in force; (vii) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (viii) impersonate another person; (ix) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information; (x) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. (xi) shall not be false, inaccurate or misleading; (xii) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; and (xiii) shall not create liability for us or the website or cause the website to lose or disrupt (in whole or in part) the services of our service providers or other suppliers.

Please note that in accordance with the Information Technology (Intermediaries guidelines) Rules 2011, in case of non-compliance with Terms, Acceptable Use Policy, and/or any policies contained or referred to herein for access or usage of an intermediary computer resource, we (i.e. the intermediary under the above rules) has the right to immediately terminate the access or usage rights of the users to the computer resource of intermediary and remove non-compliant information. This right is in addition to all other rights and remedies available to us against you either in these Terms or any policy contained herein, in any applicable law or under torts.

#### 7. Our Role and Where We Stand

You understand and agree that we and the Website merely provide a platform for communication to its users and persons browsing / visiting the Website. We are seen as a communication facilitator and an intermediary which merely provides a communication link for Parties to read, create, adaption of, share and exchange children's books, stories and information.

The website also contains various third party user generated content and material. We and the Website neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. We and the website have no control over the third party user generated contents.

We cannot and do not guarantee, warrant, assure or ensure that the users or visitors will perform, undertake, consume or conclude any activities concluded on the website in compliance with these Terms. We shall not and are not required to mediate or resolve any dispute or disagreement between users or visitors.

We and the website do not make any representation or warranty as to the attributes (such as legal title, creditworthiness, identity, etc.) of any of its users or visitors. You are advised to independently verify the bona fides of any particular user or visitors and any information or data of any user or visitor that you choose to deal with on the website and use your best judgment in that behalf.

We and the website cannot control and do not actively moderate the information and data provided by other users and visitors which is made available on the website. You may find other user's information to be offensive, harmful, inappropriate inaccurate, or deceptive. Please use caution and practice safe usage when using the

website. You can and may raise a Red Flag which is reflected on every story detail page; in case You find any content to be offensive. Only once a Red Flag is raised, the Story Weaver administrator take action as required.

#### Only flag is for info being inappropriate.

#### 8. Content and What is Prohibited

The materials displayed or performed on the Services (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth) (the 'Content') are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Pratham Books) rights. For example, if someone uploads a book or a portion of text/image/graphics/article etc that doesn't mean you can print it out and start distributing it to other for commercial use and profit. Neither can you use this material for something you further develop without giving appropriate credit to the first owner and indicating what changes you have made. This can in turn be used and shared by others in a similar fashion.

You understand that PRATHAM BOOKS, Bangalore, INDIA; owns the Services and the website. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services and the website other than as specifically allowed by the Creative Commons License mentioned on the Website.

#### 9. Rules Governing Use of Content and Intellectual Property

**A. Story Content License.** Subject to any restrictions set forth in this Agreement, You hereby agree that your Story Content is licensed in accordance with the licence(s) as agreed between you and StoryWeaver:

a) Creative Commons Attribution 4.0 International (CC-BY 4.0)

http://creativecommons.org/licenses/by/4.0/ (http://creativecommons.org/licenses/by/4.0/)

For any assistance with understanding a particular license, please contact help@storyweaver.org.in (mailto:help@storyweaver.org.in)

**B. Back Up of Content.** StoryWeaver encourages You to maintain Your own backup of any Website Content that You publish or post to the Website or submit to StoryWeaver, including, without limitation, your Story Content. StoryWeaver does not offer a backup service, and StoryWeaver will not be liable for any loss of, modification, suspension or discontinuation of any Website Content offered on or through the Website and the SW Services.

#### C. Website Content

#### As a user (including Registered Users) of the Website, in respect of Website Content, You agree as follows:

**Website Content** - The SW Services contain Website Content owned by StoryWeaver Website or its licensors or third parties ("Website Content"). You may use the Website Content only in connection with the nature of the SW Services and under the terms of the License, and You may not link to, use, copy, publicly display, publicly perform, communicate, distribute or otherwise exploit the Website Content in any unlawful or unauthorised manner. StoryWeaver Platform and/or its licensors or third parties own and retain all proprietary and intellectual property rights in and to the Website Content, Website and SW Services.

**Story Content Licence(s) Grant**. The various Story Content is licensed to You under particular terms and conditions as indicated on accessing the relevant Story Content. You expressly agree that such terms and conditions shall govern your use of the relevant Story Content. Except for the rights expressly granted under this Agreement, or the relevant Story Content licence, You have no other rights to the Story Content.

# A guide to the Story Content licence used on the website can be found at the following address:

Creative Commons Attribution 4.0 International (CC-BY 4.0)

http://creativecommons.org/licenses/by/4.0/ (http://creativecommons.org/licenses/by/4.0/)

a) Takedown Policy b) Who is responsible for what I see and do on the Services?

For any assistance with understanding a particular licence, please contact help@storyweaver.org.in (mailto:help@storyweaver.org.in)

**D. Software**. *StoryWeaver* may provide You with certain software that StoryWeaver allows You to use from the Website ("Software"). *StoryWeaver* grants You a limited, personal, non-exclusive and non-transferable license to use the Software solely for Your personal use in connection with authorised purposes associated with the Website and SW Services. Except for the licence set forth in the preceding sentence above, You acknowledge and agree that You have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Software in any manner. This limited licence terminates automatically, without notice to You, if You breach any of term of this Agreement. Upon termination of this limited licence, You agree to immediately destroy any downloaded Software. Except as stated herein, You acknowledge that You have no right, title or interest in or to the Software.

With the exception of Story Content which is governed by the relevant licence(s) applicable, by submitting and/or posting any other User Content to the Website, You grant *StoryWeaver* a royalty-free right to free, perpetual, irrevocable, non-exclusive right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also permit any user to access, display, view, store and reproduce such Content in accordance with the relevant licence assigned to the Story Content.

*StoryWeaver* reserves the right to remove any published User Content from the Site at any time, without notice, for any reason, or for no reason, in its sole discretion.

E. Anything You post, upload, share, store, or otherwise provide through the Services is your "User Submission" Almost all User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), You grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy (/privacy\_policy) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, You hereby grant StoryWeaver license to translate, modify (for technical purposes, for example making sure your content is viewable on your device, which could include phone, tablet etc as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only, your ownership in User Submissions is not affected.

You agree that the licenses You grant are royalty-free, irrevocable, and worldwide, for as long as your User Submissions are stored with us. You understand and agree that it is not possible to delete your account and your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users. You also agree that we are required under applicable laws to store (if not publicly display or distribute) the Content, User Submissions and your other information or data for certain time and may be forever if any such information or data is subject to any law enforcement or judicial actions.

Finally, You understand and agree that StoryWeaver, in performing the required technical steps to provide the Services to our users (including You), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

There are certain laws in India (including Information Technology Act, 2000 and Copyright Amendment Act, 2012) as they relate to online service providers and intermediaries like StoryWeaver removing material that they are notified or believe in good faith violates any applicable law or someone's copyright. We may at our sole and absolute discretion delete, remove, disable access or otherwise deal with your information and data on the website or in the computer resource of StoryWeaver to comply with such laws.

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and You access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss You might suffer in connection with it. We cannot control and have no duty to take any action regarding how You may interpret and use the Content or what actions You may take as a result of having been exposed to the Content, and You hereby release us from all liability for You having acquired or

not acquired Content through the Services. The Services may contain, or direct You to websites containing, information You may find offensive or inappropriate; we can't control that, but please let us know if it happens and we'll try to remedy the situation.

We can't guarantee the identity of any users with whom You interact in using the Services and are not responsible for which users gain access to the Services. You are responsible for all Content You contribute, in any manner, to the Services, and You represent and warrant You have all rights necessary to do so, in the manner in which You contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned, operated, or controlled by the StoryWeaver When You access third party websites or use third party services (including, without limitation, your use of Publisher Software, defined below), You accept that there are risks in doing so, and that StoryWeaver is not responsible for such risks. We encourage You to be aware when You leave the Services and to read the terms and conditions and privacy policy of each third party website or service that You visit or utilize.

StoryWeaver has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that You interact with through the Services. In addition, StoryWeaver will not and cannot monitor, verify, censor or edit the content of any third party site or service (including without limitation the Publisher Software). By using the Services, You release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including delivery of services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between You and such organizations and/or individuals. You should make whatever investigation You feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation Publishers). You agree that StoryWeaver shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, You agree that StoryWeaver is under no obligation to become involved. In the event that You have a dispute with one or more other users, You release StoryWeaver, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

#### 10. Intellectual Property on Other Websites

We respect the intellectual property of others, and we ask (and expect) our Users to do the same. Material available on or through other websites may be protected by copyright and the intellectual property laws of India and/or other countries. StoryWeaver has no responsibility for content on other websites. When You are on websites other than the StoryWeaver and sites, the terms of use of those websites, and not this Agreement, governs your use of the material You find there.

StoryWeaver retains the right, in its sole discretion, to disable and/or terminate the Accounts of Users who infringe (or, in StoryWeaver's 'discretion, who repeatedly infringe) StoryWeaver or others' copyrights or other intellectual property rights.

#### 11. Violation of Terms & Conditions

You will automatically lose the right to use or access the Services if You violate these Terms of Use or any published StoryWeaver policies. We also reserve the right, in our sole discretion, to terminate your access to all or part of any of the Services, for any reason, with or without notice.

If You violate any of these Terms of Use, You are violating your Agreement with StoryWeaver and may be violating intellectual property, unfair competition and other laws.

# 12. Warranty Disclaimer

StoryWeaver does not make any representations or warranties concerning any content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services.

We do not in any manner represent or warrant that our website and our services will be uninterrupted or error free, that defects if any shall be corrected or that our website or the servers that make our websites available are free of viruses or other harmful components.

THE SERVICES, CONTENT, WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Except as expressly provided otherwise, You assume all risks concerning the suitability and accuracy of the information within our website, content, publications and documents. Our website, content, publications and documents may contain technical inaccuracies or typographical errors. StoryWeaver assumes no responsibility for and disclaims all liability for any such inaccuracies, errors or omissions in our website, content, publications and documents and in any other reference. Applicable law may not allow certain limitations or exclusions on warranties; hence the above limitations shall apply to You to the fullest extent permissible given the applicable law.

#### 13. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL STORYWEAVER WEBSITE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) INDIAN RUPPES 100 OR (II) ANY MATTER BEYOND OUR REASONABLE CONTROL.

#### 14. Indemnification

You agree to indemnify and hold StoryWeaver website, its trustees, board members, employees, , and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys and court and arbitration fees) arising from or in any way related to any third party claims relating to (a) Your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification, in which event You will cooperate with us in such defense and any settlement.

# 15. Jurisdiction / Applicable Law

These Terms are governed by and will be construed under the laws of the Republic of India, without regard to the conflicts of laws provisions thereof. For all purposes of these Terms (including other terms and policies referred herein), the parties consent to exclusive jurisdiction and venue in the courts located in city of Bengaluru, state of Karnataka, Republic of India and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

## 16. Severability and Integration

This contract and any supplemental terms, policies, rules and guidelines posted on www.storyweaver.org.in constitute the entire agreement between You and us and supersede all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## 17. Assignment

You may not assign, delegate, novate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without StoryWeaver's prior written consent. We may transfer, assign, novate or delegate these Terms and our rights and obligations without consent. Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

#### 18. Termination

We may, in our discretion and without any liability, change, modify, suspend, make improvements to or discontinue any aspect of our Website at any time without prior notice.

#### **Grievance Officer**

The Grievance Officer for the purpose of your personal information as governed by the Privacy Policy is Admin for Pratham Books and can be reached at info@prathambooks.org.

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